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ABSTRACT

The negotiated agreement between the Fulmont Association of College Educators and the Board of Trustees of Fulton-Montgomery Community College for the period from September 1, 1973 through August 31, 1976 is presented. Included in the articles of the agreement are sections covering negotiation procedures, academic freedom, employment policies, leaves of absence, conditions of appointment, faculty governance, faculty loads, teaching benefits, salary schedules, and grievance procedures. (PG)

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ARTICLE I-PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Board of Trustees of Fulton-Montgomery Community College (hereinafter referred to as the "Board"), and its professional employees represented by the Fulmont Association of College Educators (hereinafter referred to as the "Association"), and to enable the professional employees more fully to participate in and contribute to the development of policies for the college so that the cause of public education may best be served in Fulton and Montgomery Counties, it is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

THIS AGREEMENT IS MADE AND ENTERED INTO on this 1st day of September, 1973, by and between the Board and the Association.

ARTICLE II-RECOGNITION

The Fulton-Montgomery Community College Board of Trustees, having determined that the Fulmont Association of College Educators is supported by a majority of the faculty in a unit composed of all professional personnel except the President, the Dean, Dean of Students, Associate Dean and Director of Continuing Education, Director of Data Services, Superintendent of Buildings and Grounds and the Business Administrator, hereby recognizes the negotiating agent for the faculty in such unit. Such recognition shall extend the period of unchallenged representation status for the maximum period authorized by law.

The Board agrees not to negotiate with any other faculty organization other than the Association for the duration of this agreement.

ARTICLE III-DUES AND OTHER DEDUCTIONS

A. The Board of Trustees of Fulton-Montgomery Community College agrees to deduction from the salaries of its employees dues and other deductions as mutually agreed upon (tax sheltered annuities, savings bonds, credit union) for the Association of said professional employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association and/or a desigrated agency. Faculty authorizations shall be in writing in the form set forth below:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

_____

(Print) Last Name First Initial Division

_____

Address

TO: BOARD OF TRUSTEES OF FULTON-MONTGOMERY COMMUNITY COLLEGE

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Fulmont Association of College Educators as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association the dues as certified by the respective Association. I hereby waive all right and claim for monies so deducted and transmitted in accordance with the authorization and relieve the Board and all its members from any liability thereof. This authority shall be continuous while employed in this college or until withdrawn by written notice.

_____FACE

_____

Employee Signature

_____

Date

B. The Association shall certify to the Board in writing the current rate of its membership dues and shall give the Board thirty (30) days' notice prior to the effective date of any change in its rate of membership.

C. Deductions referred to in Section A above shall be made in the following manner: The total annual membership dues for the Association, certified as mentioned above shall be deducted in 18 equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled pay check in October, the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the Association.

D. The Board shall, following each pay period from which dues deductions are made, transmit the amount so deducted to the Association. The first and/or the final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.

E. An employee may withdraw his authorization for dues deduction by written notice received by the Board of Trustees at least two (2) weeks prior to the first pay period in October.

F. Except as specified in item E above, an employee may, in writing, initiate the addition of other deductions.

G. Except as specified in item E above, an employee may initiate written withdrawal of deductions at any point in the contract year.

ARTICLE IV-NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters concerning terms or conditions of employment from time to time may arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. No later than December 15 of the final year of life of this agreement the parties will enter into goodfaith negotiations over a successor agreement covering the following year or years. If such an agreement is not concluded by March 1, either party may request the use of mediation. The parties will seek to agree on a mutually acceptable mediator and will obtain a commitment from said mediator to serve. In case of mediation by a private person, the costs of such mediator shall be borne equally by each party. If the Board and the Association are unable to agree upon a mediator or to obtain such commitment, the parties shall request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact-finding will be governed by the provisiions of Section 209 of the Civil Service Law.

C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its own representatives. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE V-ACADEMIC FREEDOM

It is the policy of the college to maintain and encourage full freedoms, within the law, of inquiry, teaching, and research. This freedom shall include the right to belong to any legal organizations and to promote such organizations, and to hold and make public any view or opinion involving, but not limited to, social, economic, political, and educational issues.

ARTICLE VI-RESPONSIBILITY

The faculty of the college shall participate in the development of the educational program of the college and shall be responsible for the conduct of the college's instruction. The major responsibility of a member of the academic staff of a community college is to serve the students in the areas of instruction and advisement. Although research and publication are encouraged and may be used in evaluation if applicable, they should not interfere with the effectiveness of the staff member in fulfilling his obligations to the students. Each member of the staff shall attempt to be involved in some of the following: supervision of student activities, chaperoning of student events, serving on college committees, and performing other college related duties.

ARTICLE VII-MAINTENANCE OF STANDARDS

The Board on its own and in behalf of the sponsoring Boards of Supervisors and the State University, hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon it and vested in it by law, except as limited by the expressed terms of this agreement.

Existing written policies as presently outlined in the Faculty Handbook, shall be incorporated into and considered part of this agreement except as may be altered through negotiations between the Board and the Association.

ARTICLE VIII-EXPENSES OF PROFESSIONAL WORKSHOPS AND CONFERENCES

A. It is the policy of the college to foster the in-service growth of faculty members. To this end, attendance at academic and professional meetings in disciplines related to a faculty member's teaching assignment is expected. Each Division within the college shall be allocated $200.00 per year for each of its full-time members. The product shall constitute a budget for professional travel and/or workshops for the respective Divisions. Each professional staff member shall be entitled to use $200.00 per year for professional travel and/or workshops with the approval of the Division Chairman and the Dean. Expenses greater than $200.00 per year for travel and/or workshops will be reimbursed if other members of the Division agree to reduce their allocation a total amount equal to the excess with approval by the Division Chairman and the Dean. Requests for permission to attend such meetings must be submitted to the Dean, if possible, two weeks before the meeting is to convene, giving place and time of meetings, topics to be covered at the meeting, and a summary of expected expenses. In circumstances in which the faculty member attends a meeting as a representative or delegate of the College, the preceding limitations do not apply.

B. When it is necessary for a faculty member to use his own automobile in order to attend a college related function, he shall be compensated at the rate of 12 cents per mile via the most direct route. He shall be fully reimbursed for road and bridge toll charges made for such a trip. It is agreed that when either Fulton

or Montgomery County increases mileage allowance to an amount greater than 12 cents per mile, this increase shall be effective for professional employees covered under this agreement 10 days after said legislative action by one or both counties becomes effective. Each faculty member shall compute his mileage based on the distance between Fulton-Montgomery Community College and his point of destination and his return to the campus. Mileage accumulated while attending the stated professional activity shall also be computed as part of his total travel distance.

C. All vouchers that have been filed in the appropriate manner shall be paid within a maximum two-week time period from the date of submission.

ARTICLE IX-QUALIFICATIONS FOR ACADEMIC RANK

The qualifications of education and experience listed below shall be considered desirable guidelines, but it is recognized that individual members of the professional staff may obtain professional growth in other areas such as, but not limited to: non-credit courses, workshops, special seminars, in-service courses, graduate assistantships, and special programs. In determining rank, those areas may be considered for individual cases when minimum qualifications of education or experience have not been satisfied.

TECHNICIANS:

Technician I-Associate's Degree, professional preparation or experience that is evaluated as adequate to perform required responsibilities as determined by the respective Division Chairman.

Technician II-Associate's Degree plus two years of experience in the appropriate field. Or, a combination of professional preparation and experience of at least four years.

The procedure for promotion from Technician I to Technician II shall be the same as that outlined for personnel with academic rank.

Technicians shall be granted the same contract as those with academic rank.

INSTRUCTORS:

Bachelor's Degree from an accredited college or university, or a combination of both professional preparation (collegiate degree, professional diploma, in-service training programs, etc.) and experience (industrial and/or educational instruction) of at least five years.

ASSISTANT PROFESSORS:

Master's Degree or 150 semester hours of college credit from an accredited college or university, of which at least 30 hours must be on the graduate level, plus three years of professional experience, one year of which should be successful teaching experience, or a combination of both professional preparation (collegiate degrees, professional diploma, in-service training program, etc.) and experience (industrial and/or educational instruction) of at least ten years.

ASSOCIATE PROFESSORS:

Professional diploma or 170 semester hours of college credit from an accredited college or university, at least 30 hours of which must be on the graduate level and may include a master's degree, plus six years of professional experience with at least three years of successful college teaching, or a combination of both professional preparation (collegiate degrees, professional diploma, in-service training programs, etc.) and experience (industrial and/or educational instruction) of at least fourteen years.

PROFESSORS:

Doctor's Degree or 190 semester hours of college credit from an accredited college or university, at least 60 hours of which must be on the graduate level and may include a master's degree, plus eight years of professional experience with at least six years of successful college teaching, or a combination of both professional preparation (collegiate degree, professional diploma, in-service training programs, etc.) and experience (industrial and/or educational instruction) of at least eighteen years.

ARTICLE X-EMPLOYMENT POLICIES

A. CONTINUING APPOINTMENT

1. FACULTY

A continuing appointment shall be a full-time appointment to a position of full academic rank for an indefinite period, which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with termination policies. Assistant professors, associate professors, and professors shall have full academic rank. A continuing appointment will normally be granted after the third year of continuous service with the college, but the period may be extended to a maximum of five years by mutual consent of the faculty member, his division chairman, and the Dean.

2. TECHNICIANS

Continuing appointments for technicians shall be granted after three years of continuous service to the college and based on the recommendation of the appropriate Division Chairman. The continuing appointment of a technician shall terminate upon promotion to the rank of Instructor or higher.

B. NOTICES

1. APPOINTMENTS, REAPPOINTMENTS AND CHANGES IN STATUS

The President shall notify members of the academic staff in writing by February 1 of their appointments, reappointments, promotions, changes in status or other changes in the terms or conditions of their positions.

2. TERM APPOINTMENTS

The President shall, in writing, notify members of the

academic staff holding term appointments whether or not their terms will be renewed or, if they are eligible for continuing appointments. Such notices shall be given notlater than February 1 preceding the expiration of their current term appointment.

3. STAFF ACCEPTANCE OR REJECTION OF APPOINTMENTS

Upon notification of the type and condition of appointment or change in status, the staff member must notify, within two weeks whenever possible, in writing, his acceptance or rejection of the appointment.

4. RELEASE TO NEWS MEDIA

Notice of promotion and tenure shall be made in written form to respective faculty members prior to release in news media.

C. TERMINATION OF SERVICE

1. TERM APPOINTMENTS

The service of members of the academic staff having term appointments shall cease automatically at the end of their specified terms.

2. TERMINATION FOR RETRENCHMENT

The service of any members of the academic staff may be terminated in the event of financial or program retrenchment. Tenured members of the professional staff shall not be considered for retrenchment before non-tenured members. When it becomes necessary to terminate the service of tenured members of the professional staff because of retrenchment, rank and years of service to the college will be considered as priority factors. If at a later date academic positions are reopened, former faculty

members will be offered re-employment in the reverse order which they were retrenched.

Tenured faculty will not be terminated for retrenchment resulting specifically from an enrollment decrease unless there is an accumulative reduction in Full Time Equivalent students (total semester hours credit for an academic year, day, evening, winter term, and summer ÷ 30) of 10% or more below the base figure, 971 Full Time Equivalent students.

D. TERMINATION FOR CAUSE

The service of members of the academic staff holding continuing appointments may be terminated by written notice from the President for cause. The notice from the President must be given early enough so that grievance procedures can be filed under Section VI, "Grievance Procedures for Dismissal."

E. CONDITIONS OF APPOINTMENT

1. FACULTY CONTRACTS

Faculty contracts serve the period beginning with the first faculty meeting to be held the week prior to the beginning of classes and ending on Commencement Day. The total length of this period shall not exceed 41 weeks. Requests for permission to be absent during the period must be made in writing to the respective Dean.

2. COLLEGE CALENDAR

The college calendars shall be developed jointly by the Association and the Administration.

3. SEMINARS

Within this 41 week period, the administration may hold

up to eight (8) two-hour seminar periods in addition to such time as may be required for new faculty orientation. Times, dates, and topics will be planned by a committee of four (4) faculty members designated by F.A.C.E. and three (3) members of the Administration.

4. FACULTY RETREATS

Two one-day retreats or one two-day retreat shall be scheduled each academic year. These dates shall be determined by a decision between F.A.C.E. and the Administration. The cost of these retreats, which may be held off campus, shall be borne by the college. The topics for discussion shall be based on recommendations from Middle States Evaluations, and those related to college operations. Other mechanics related to the retreat days shall be arranged by a committee of four (4) faculty designated by F.A.C.E. and three (3) administrators.

F. NON-TEACHING FACULTY

Non-teaching faculty are considered members of the faculty for purposes of rank, promotion, tenure and other rights, privileges and responsibilities defined under this agreement and modified as follows:

1) All non-teaching faculty serve a faculty contract year as defined in Article X, Section E in this agreement.

2) All non-teaching faculty will receive Christmas and Easter recess as holidays.

3) All non-teaching faculty will work as required during the intersession period.

4) Summer employment shall be granted as required for efficient and effective operation of the college.

5) Decisions regarding services of non-teaching faculty during intersession and employment after commencement shall be determined by the respective Dean and where applicable, the immediate supervisor with the individual faculty member.

6) Any additional services performed during the summer will be compensated at the agreed upon rate as specified within this agreement.

7) This section applies to the following and any others that may be added by mutual agreement between the Board and the Association.

Registrar
Director of Admissions
Director of Financial Aid, Placement and Transfer
Coordinator of Library and Educational Resources
Coordinator of College Union and Director of Student Union
Coordinator of Advisement, Counseling and Testing
Counselors including the Readying-Study Skills Specialist
Librarians
Audio-Visual Administrator
Assistant to the Audio-Visual Coordinator
Technicians
Director of Records

G. PART-TIME FACULTY

Part-time faculty shall not be employed when there is sufficient course demands to justify the employment of a full-time faculty member except where the college has the opportunity to employ part-time faculty who have special qualifications. When it becomes necessary to consider the employment of part-time faculty, the Administration shall receive approval of the respective Division Chairman, and notify the Association.

Part-time faculty teaching eight (8) hours or less shall be compensated at the appropriate level for Extension salary or higher.

Part-time faculty teaching nine (9) to eleven (11) hours shall be compensated at a prorated salary based upon placement at the appropriate rank and salary of a full-time faculty member.

Part-time faculty teaching nine (9) to eleven (11) hours shall maintain three (3) office hours per week and attend division and faculty meetings. A person teaching twelve (12) or more hours shall be considered a full-time faculty member.

H. LEAVES OF ABSENCE

1. SICK LEAVE

Each professional employee will receive 20 sick days for the first contract year and 13 for each subsequent year. If any faculty member does not use the full amount of sick leave days allowed in any school year the amount shall be accumulated from year to year, with maximum accumulation of 180 days. Each professional employee has the option to donate three (3) sick days annually to the Sick Day Bank for use by professional staff members whose sick leave has been depleted. The Sick Day Bank will be administered by the Fulmont Association of College Educators.

2. PERSONAL LEAVE

Each professional employee will receive three (3) personal leave days per contract year in addition to days taken for death in the immediate family. Notification for use of personal leave shall be made at least three calendar days in advance in writing to the Dean except in cases of unforeseen emergency. These days

are not cumulative. Unused personal days will be added to accumulated sick leave.

3. JURY DUTY

Any member of the faculty unit scheduled for jury duty shall be excused from class attendance and other duties for such appearance and duty without loss of pay or personal days.

4. MATERNITY LEAVE

The President shall grant a maternity leave of absence without pay up to a maximum of one year.

5. OTHER LEAVES

The President may grant members of the academic staff leaves of absence for other purposes other than sick leave for any time period with or without pay.

6. SABBATICAL LEAVE

All full-time professional staff members covered by this agreement with six (6) years continuous service with the College are eligible for sabbatical leave for educational study, research and/or travel. The sabbatical leave may be for one school year or one semester. All applications for sabbatical leave must be submitted no later than eight (8) months prior to the beginning of said leave. The number of professional staff members on sabbatical leave in any academic year will be limited to ten (10) per cent of the full-time professional staff, subject to the provision that no more than three additional faculty members be utilized to provide professional services in replacement for the faculty members on sabbatical leave, except in the case of a year where retrenchment of tenured

faculty takes effect. In said year the number of sabbaticals will be limited to 12% of the faculty based on the year in which retrenchment was announced and tenured faculty who are retrenched would be allowed sabbatical leave without regard to years of service, years since last sabbatical or further commitment to the College. Retrenched tenured faculty members choosing to utilize the above sabbatical option must request the sabbatical leave prior to March 1 of the contract year when the retrenchment notice was given. Such faculty members would receive a sabbatical leave before any returning faculty member who had applied. A professional staff member on sabbatical leave will receive half pay for a full academic year or full pay for leave for one academic semester. Individuals granted a sabbatical leave will be eligible for another sabbatical leave following an additional six (6) years of service. Recommendations for said leaves shall be made by a joint faculty-administration committee. Said committee will consist of three administrators appointed by the President and four professional staff members elected by a majority vote of the faculty. If recommendations of this committee are approved by a majority of Fulmont Association of College Educator members, they shall be forwarded to the Board of Trustees for approval. Faculty members granted sabbatical leaves are expected to return to Fulton-Montgomery Community College upon expiration for at least one year. In the event that a faculty member does not return to Fulton-Montgomery Community College for a one-year period after the expiration of his sabbatical leave, he shall reimburse the College with the full amount of money paid to him as salary during his leave. Period of sabbatical leave shall

be credited as continuous service for retirement and the granting of increments. All fringe benefits such as retirement, insurance and the like shall continue during the said leave. A faculty member returning from said leave shall have all rights, rank and privileges upon returning to his division.

7. FACULTY STATUS WHILE ON LEAVE

When a faculty member returns from a leave of absence, he shall be placed at the same position on the salary schedule that he would have been placed had he taught in the College during such period exclusive of rank promotion. A faculty member on unpaid leave shall retain, but shall not accumulate, additional credit toward tenure or sabbatical leave. In addition, the faculty member shall retain his other privileges such as return to his office facilities, tuition waiver, and fringe benefits as defined in this agreement.

ARTICLE XI-FACULTY GOVERNANCE

A. The professional staff shall consist of all full-time administrators, coordinators, directors, librarians, counselors, teaching faculty, and laboratory teaching assistants (Technicians).

B. The professional staff shall meet once a month and at the beginning of each semester. Other meetings may be called as needed by the administration, upon notification to the professional staff and the President of the Association. The agenda for these meetings shall be prepared jointly by the President of the Association and the Dean.

C. The professional staff shall have the authority to make recommendations to the President of the College designed to enhance the educational program of the College.

D. College-wide committees shall be appointed by the Executive Board of the Association and forwarded to the Dean for his approval. The Dean shall notify the President of the Association of his reasons for failure to approve such appointment.

E. The committee structure as outlined in the Association By-laws will be followed until altered by the procedures outlined in the By-laws of FACE.

F. Association and Professional Staff Meetings.

1. The third Monday of every month from 12:00 to 1:00 shall be reserved for a Fulmont Association of College Educators meeting.
2. The second Monday of every month from 11:00 to 1:00 shall be reserved for professional staff meetings.
3. The President of FACE shall preside over all professional staff meetings.

ARTICLE XII-FACULTY LOADS AND CLASS SCHEDULES

The Association and Administration recognize the problems related to developing and implementing a rational policy regarding faculty teaching loads. This policy shall be reviewed by the Dean and Division Chairmen and recommendations shall be made by the Dean regarding future policies related to faculty teaching loads.

A. A faculty member will be assigned 14 to 16 contact hours per week, unless more than half of the contact hours per week are laboratory hours, in which case the maximum will be 17 contact hours per week. Any hours in excess of this will be considered an overload and will be compensated at the appropriate extension rate for each hour in excess of 15 contact hours.

B. A faculty member's load will be determined by considering the number of contact hours per week which require distinct preparation, identified by having different course numbers, and by the number of weighted student contact hours determined by multiplying the student contact hours by 1 in a lecture course and by 2/3 for a laboratory period, or by 2/3 for certain courses as listed below. An overload will occur where the number of weighted student contact hours exceeds the maximum in the following chart and will be compensated at $10 per weighted student contact hour when the overload is 10 or more weighted student contact hours. Student contact overloads must be approved by the respective Division Chairmen and the Dean.

Hours of different classes per week	Maximum weighted student contact hours
7 or less	450
8 or 9	400
10 or 11	350
12 or 13	300
14 or more	250

Classes having a 2/3 weighting factor: Labs, GE011, MA154, Recitation, AP011, BU231, BU232, BU238.

C. The normal load for an instructor of Freshman English will be three sections with a maximum of 25 in each section. In the event that an instructor in Freshman English must be scheduled for four sections; the maximum number of students will be limited to 90; and he will be scheduled for a maximum of three sections the following semester.

Responsibility for maintaining accurate counts of numbers and admission to courses during late registration will rest with the Humanities Division.

D. Any faculty member having a reduced contact hour load because of administrative duties or advisor duties will have his maximum weighted student contact hour load reduced by a proportionate amount. (2/5 for Division Chairmen, 1/5 for advisors in the Spring Semester.)

E. Each Division Chairman shall have the right to assign instructors to specific courses. Before class schedules become official, they must be approved by the respective Division Chairmen and the Dean.

F. Any member of the Professional Staff who accepts additional duties as listed below will receive a reduction of load not less than 1/5 of his professional duties.

a) Academic faculty advisors (faculty members accepting a minimum of 30 new advisees each year and advising them during their attendance at the college).

b) Advisor to the Drama Guild

c) Advisor to the Gateway

d) Advisor to the Yearbook

G. Faculty members may be assigned teaching duties in the Division of Continuing Education as part of their regular load during the Fall and Spring semesters if there is written consent obtained from all of the following sources:

1. The faculty member
2. Appropriate division chairmen
3. The Executive Board of F.A.C.E.
4. The President of the College

ARTICLE XIII-MISCELLANEOUS

A. FACULTY CONSULTATION OF BUILDING PROGRAMS

In formulating designs and plans for the construction of new school buildings and/or the material alteration of existing college facilities, the Board, the administration, and the architects will consult with the Buildings and Grounds Committee of the Association. All timely written recommendations and suggestions from this committee will be considered in formulating such plans. In the event that any such recommendations of the Buildings and Grounds Committee are not followed, the reasons thereof shall be given to the Association in writing.

B. FACULTY OFFICE HOURS

1. Instructors shall maintain at least five posted office hours per week for consultation with students. Such hours shall be in addition to his scheduled classes.

2. Additional appointments can be made when convenient for the student and the instructor.

C. FACULTY OFFICES

Assignment and reassignment of faculty offices shall be the responsibility of the Dean in consultation with the Association.

All changes in office assignments shall be made during the summer.

All requests for changes in office assignments shall be made in writing to the Dean by April 30. The criteria for office assignments are in the Faculty Handbook.

D. TUITION WAIVER

Faculty dependents (including husband, wife, and children) are to be granted tuition free entrance for credit or audit to any courses offered by the college subject to all regular conditions for offering any course.

E. PARKING FACILITIES

Sufficient parking spaces shall be set aside and reserved for faculty parking. The spaces to be reserved shall be those located closest to the building to which the faculty member is assigned. All faculty shall be provided with appropriate decals by the college in order to distinguish their cars from others. A person or persons designated by the President shall supervise all traffic and parking on the campus. Faculty members shall observe all regulations concerning traffic and parking.

F. DIVISION CHAIRMAN

1. The teaching load of each Division Chairman shall not exceed nine (9) contact hours per semester unless agreed upon by the Academic Dean and respective Chairman.

2. The terms of appointment for Division Chairmen will be two years.

3. The procedure to be used for nomination for succeeding two year terms will be that which was approved on April 28, 1969. This procedure is outlined in the Faculty Handbook.

G. PRIOR CONSULTATIONS ON ADMINISTRATIVE POSITIONS

In the selection of a new president, a search committee composed of three faculty members selected by the faculty, three members of the Board of Trustees selected by the Board, and three

students designated by the Student Government Association, shall review the list of candidates together with all written data compiled about those candidates, and nominate not more than three such candidates to the Board for appointment. Should the Board fail to appoint one of the nominees, it shall present guidelines for further exploration by the search committee.

All other administrators not covered by this contract are appointed by the President. Prior to any such appointment, faculty members shall be notified of such openings before announcement is made externally, and the President shall consult a committee of at least six faculty members to be elected by the professional staff.

H. PAY PERIODS

The salary of each instructor shall be paid on a bi-weekly basis. The first pay day shall be no later than the second Wednesday in September. The faculty member shall, upon written notice two weeks prior to the first pay period, have the option of receiving such payment in 20 or 26 payments. Notification of this option shall be made when contracts are issued.

If a faculty member elects the twenty-six pay period plan and wishes to receive the last six payments with his twentieth pay, he shall make this option known in a written statement to the Business Office thirty days prior to commencement. Printed forms informing the faculty of this option shall be sent out by the Business Office no later than April 30.

I. FACULTY PERSONNEL RECORDS

A faculty member may inspect his personnel file on request. All matters relating to the performance of his professional duties, promotion, tenure, and retention shall be available for his

examination except those related to prior employment and supplied to the college on a confidential basis. He shall be permitted to add to his file any item which he feels is pertinent.

J. PUBLIC DOCUMENTS

The President of the college upon request shall provide the Association with public documents within his possession which will assist the Association in developing intelligent, accurate, informed and constructive proposals. The President of the college shall also furnish upon request available information which may be necessary to process grievances under this agreement. The Association shall specify in writing the public documents to be provided.

K. INSTITUTIONAL RESEARCH

$5,000 shall be budgeted each year for institutional research. This sum, or any portion of it, may be used by faculty, individually or as a group, or by an independent agency for projects that will serve the college. A committee made up of Division Chairmen appointed by the Dean shall judge each proposal for institutional research and approve or reject the plans submitted.

L. TRANSFER WITHIN DIVISIONS

Professional staff members may seek appointment as full members from one Division to another within the college. If the transfer is approved by both Division and the Dean, the following shall apply.

1. Continuing appointment must be earned in the Division the individual enters.

2. Rank will remain the same.

3. If a wish to return to the former Division is requested and approved, and the staff member had continuing appointment in that Division, it shall be retained.

M. MASTER PLANNING COMMITTEE

A Master Planning Committee consisting of two Association members appointed by the President of the Association, the President and Dean of the College, two Board of Trustee members, and the President of SGA, shall meet regularly to make recommendations to the Association and Board of Trustees regarding long-range planning for the college.

The primary function of this Committee will be to develop directions and recommendations for the college in areas such as construction, curricula, professional staff, and other college related areas. Recommendations from this Committee shall be further developed and implemented by appropriate college committees in each case where this applies.

N. ACCESS TO BUILDINGS

Faculty shall be provided keys to buildings where they have primary responsibilities.

O. SECRETARIAL STAFF

One full-time clerk-typist shall be assigned to each Division. One student aide shall be assigned to each office complex in the classroom building for general clerical help.

P. ASSOCIATION ATTENDANCE AT BOARD OF TRUSTEES MEETING

The President of the Association or his designee shall be invited to attend all Board meetings. The President of the

Association shall receive a copy of the Board agenda and minutes.

Q. SUMMER RESPONSIBILITIES

The administration shall make every effort to notify members of the professional staff, regarding a letter of appointment for non-teaching activities during the following summer, by February 15.

ARTICLE XIV-INSURANCE BENEFITS

A. HEALTH

Faculty members shall have a choice of either the State-Wide Plan or Group Health Insurance. Full cost of premiums for the faculty member and dependents shall be paid by the college.

B. TERMINATION

The insurance does not continue beyond termination of employment.

C. LIFE INSURANCE

Life insurance is payable upon the death of the employee to his designated beneficiary.

1. Amount of insurance

The amount of the insurance is shown in the Schedule of Benefits and is paid as the employee elected--in a lump sum, installments, or a combination of both.

2. Schedule of Benefits

Group Life - An amount equal to an employee's annual salary. Insurance terminated at retirement.

3. Continuation of Benefits

The insurance will be continued to any employee absent due to any authorized leave, including: disability, leave of absence, or sabbatical (with or without pay).

4. Waiver of Premium

If an employee becomes totally disabled before age sixty, his insurance protection (subject to any provisions the plan may contain for reduction of age) will continue as long as he remains so disabled, provided that the requisite proofs of disability are

submitted. Premiums for the employee's insurance cease to be payable with the submission of the first proof which should be submitted within three months after the employee's disability has continued for nine months.

5. Conversion Privilege

If an insured employee leaves your employ, his life insurance protection continues automatically and without premium charge for 31 days. During the period he may convert his group insurance to an individual policy (other than term insurance or a policy containing disability benefits). Medical examination is not required. The premium is determined by his age and by the plan of insurance selected.

D. LIABILITY INSURANCE

The college will provide a minimum of $100,000 liability insurance for each faculty member while performing his duties on or off campus.

ARTICLE XV-SALARY

A. SALARY INDEX AND SALARY DIFFERENTIAL COMPUTATION

RANK	INDEX
Technician I	0.9
Technician II	1.1
Instructor	1.4
Assistant Professor	1.7
Associate Professor	2.0
Professor	2.3

The base (1.0) for the Faculty Index is as follows:

1972-73	1973-74	1974-75	1975-76
$ 8,700	$ 9,000	$ 9,300	$ 9,600

B. INDEX FOR DIVISION CHAIRMEN

Division Chairmen from the following areas will receive an additional 0.05 of their salary for their duties.

Business
Library & Educational Resources
Physical Education
Humanities
Science
Mathematics
Social Sciences

1. Faculty members employed prior to the effective date of this agreement will receive a salary increase on the effective date and on the next two subsequent anniversary dates. The amount of each increase will be 1/3 of the difference between their 1972-73 base salary and the 1972-73 maximum salary for their rank as of September 1, 1973, except that faculty members promoted with an effective date of September 1, 1974 will receive ½ of the difference between their 1973 salary and the 1973 maximum of the rank

to which they are promoted, such increase to be effective on the 1st and 2nd anniversary of the effective date of this agreement.

2. In addition, each faculty member will receive an additional $300. multiplied by the maximum index for his rank on the effective date of the agreement and on the subsequent two anniversary dates.

3. Faculty members employed on or after the effective date of this agreement will receive no less than 70% of the maximum rate for their rank, and thereafter, will receive no less than 85% on the first anniversary of the effective date of their employment, and will receive the maximum rate upon the second anniversary of the effective date of their employment.

C. EXTENSION SALARY SCALE

RANK	MINIMUM SALARY PER SEMESTER HOUR
Instructor	$220
Assistant Professor	240
Associate Professor	260
Professor	280

The Associate Dean and Director of Continuing Education must receive approval from the Extension Committee and the appropriate Division Chairmen before hiring a person above $280 per semester hour. When it becomes necessary to employ a person to teach a non-credit course at a rate above $280 per semester hour, or the equivalent thereof, the Associate Dean must receive approval from the Extension Committee and the Dean.

D. CONTRACTING SERVICES OF PROFESSIONAL STAFF

1. When it becomes necessary to contract services of staff members for educational responsibilities before or beyond

the limits of the faculty contract, said staff member(s) will be compensated in accordance with the per diem rate of 1/205 of annual salary.

2. Redistribution of Coaching Salaries. The Director of Athletics has ranked intercollegiate sport by an index based on the amount of time and responsibility required of each coach. These are listed below:

Cross Country	3
Soccer	4
Swimming	6
Wrestling	6
Basketball	7
Skiing	2
Bowling	2
Golf	2
Baseball	3
Tennis	2
Track	3

WOMEN'S ATHLETICS

Basketball	1
Volleyball	1
Softball	1
Gymnastics	1
Cheerleading	2

The salary for each coach shall be the product of the index and the minimum instructor's rate for extension teaching. No person may coach two sports in one semester. When it is mutually acceptable to the President and the Director of Athletics to employ an assistant coach in any sport, his salary shall be one-half that of the coach. Assignment of coaches and assistants for all sports shall be mutually agreed upon by the Director of Athletics and the President.

3. Coverage of Classes During Extensive Sickness.--- When a faculty member is absent for an extensive period of time (more than 1 week) a member within his Division may take over his teaching responsibilities and will be compensated at a rate equal to the Extension salary schedule for his rank commencing with the second week of coverage.

ARTICLE XVI-GRIEVANCE PROCEDURE

Section I - DECLARATION OF PURPOSE

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Trustees, the Chief Executive Officer, the Administration and the faculty of Fulton-Montgomery Community College is essential to the operation of the college, it is the purpose of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties aboved named are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section II - DEFINITIONS

2.1 A Grievance is an allegation by an employee covered by this agreement, that there has been: 1) a breach, misinterpretation, or improper application of the terms of this agreement, or 2) an arbitrary or discriminatory application of, or a failure to act pursuant to, the By-laws and written policies of the Board related to the terms and conditions of employment.

2.2 The term Supervisor shall mean any department chairman, immediate superior or other administrative or supervisory officer responsible for the area in which alleged grievance arises except for the chief executive officer.

2.3 The Chief Executive Officer is the President of the College.

2.4 Association shall mean Fulmont Association of College Educators.

2.5 Aggrieved Party shall mean the Association and/or any persons or group of persons in the negotiating unit filing a grievance.

2.6 Party in Interest shall mean the Association and any party named in a grievance who is not the aggrieved party.

2.7 Grievance Committee is the committee created and constituted by the Fulmont Association of College Educators.

2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section III - PROCEDURES

3.1 All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the faculty member and the Association.

3.3 If a grievance affects a group of faculty members, it may be submitted by the Association directly at Stage 2 described below.

3.4 The preparation and processing of grievances shall be conducted during the hours of employment at a time affording all interested parties a reasonable opportunity to attend, and any

employees who are present during working hours shall be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

3.5 The Board agrees that it, the Trustees, the Chief Executive Officer and the Administration will facilitate any investigation which may be required and will make available, upon request of any aggrieved party, any and all material and relevant documents, communications and records concerning the alleged grievance.

3.6 Except as otherwise provided in Article 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceeding made at each and every stage of this grievance procedure.

3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board, the Trustees, the Chief Executive Officer and/or by any other member of the Administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.8 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly developed by the Chief Executive

Officer or his nominees and the Grievance Committee of the Association. A meeting will be held between said parties within 20 working days after the date of this agreement and a final report and recommendations will be made to the parties to this agreement within 60 working days from the date of this agreement for negotiation and agreement by the parties hereto. The development of said forms shall not delay any grievance. The Board shall have the forms agreed upon printed and distributed to the members of the faculty so as to facilitate operation of the grievance procedure.

3.9 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.10 Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of the agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

3.11 In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Fulmont Association of College Educators, the hearing officer making the

decision will cause to be served upon the Fulmont Association of College Educators a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by him, together with a copy in writing of his decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee of the Association simultaneously with the rendering of the decision by hearing officer. The Fulmont Association of College Educators may, in its sole and uncontrolled discretion, thereupon appeal any decision in any such grievance to the next higher stage of the grievance procedure.

3.12 The Association's Grievance Committee shall be entitled to at least two working days advance notice from the hearing officer of all hearings on all grievances in which the aggrieved party is not represented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer and the Association shall be entitled to participate in and express its position and offer proof, if it does not represent the aggrieved party.

3.13 Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his own choice except that, as aforesaid, if the Fulmont Association of College Educators is not chosen as the representative of the aggrieved party, it shall have the rights hereinbefore set forth in such cases and providing, further, that Stage 4 of this grievance procedure shall be available only to the Fulmont Association of College Educators and those aggrieved parties represented by it.

3.14 Any and all notices which this grievance procedure requires to be given to the Board of Supervisors, Board of Trustees, Chief Executive Officer or Administrators may be delivered to the Chief Executive Officer of the Fulton-Montgomery Community College, or in his absence, to the person then in charge of his office.

Section IV - TIME LIMITS

4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

4.2 Grievances will be forwarded at the first available stage within 120 working days after the faculty member actually knew of the act or condition on which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, the Chief Executive Officer will notify the Association and the aggrieved party of the expiration of the said basic time limit. The Association and/or the aggrieved party may appeal within 5 days after receipt of said notice. If no appeal is filed by the expiration of said time, then the grievance shall be deemed to be dismissed.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.

4.5 In the event a grievance is filed on or after May 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure

may be exhausted prior to the end of the college term or as soon thereafter as possible.

Section V - STAGES OF GRIEVANCE PROCEDURE

5.1 Stage 1A: Supervisor-Informal

A faculty member having a grievance will discuss it with his supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance.

5.1 Stage 1B: Supervisor-Written Decision

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) working days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the faculty member, his representative and the Association. At the conclusion of Stage 1 the aggrieved party shall have the option of deciding whether his grievance shall be private of public.

5.2 Stage 2: President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the faculty member or his representative shall,

within fifteen (15) working days, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within two (2) working days, after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall set a date for a hearing and notify the faculty member and the Grievance Committee, or its representative, and all other parties in interest of said date and hearings will be commenced within 5 days after receipt of the appeal by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the instructor, the Grievance Committee and its representative within five (5) working days after the conclusion of the hearing.

5.3 Stage 3: Board of Trustees

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, such aggrieved party or his representative shall, within fifteen (15) working days, file a written notice of appeal of the decision at Stage 2 with the Board of Trustees. Copies of all earlier written decisions shall be submitted with the appeal. Within two (2) working days after receipt of the appeal, the Board of Trustees shall set a date for a hearing and notify the aggrieved party and the Grievance Committee and all other parties in interest of said date. Hearings on said grievance shall be held within five (5) working days of the issuance of said notice either by the Board of Trustees or a duly authorized committee consisting of not less than three members thereof. The Board of Trustees and/or its committee shall render a decision in

writing to the aggrieved party and the Grievance Committee within five (5) working days after the conclusion of the hearing.

5.4 Stage 4: Binding Arbitration

A. If an aggrieved party represented by the Association and the Association are not satisfied with the decision at Stage 3 and the Association determines that the grievance is meritorious, the Grievance Committee of the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within fifteen (15) working days of the decision at Stage 3.

B. Within five (5) working days after such written notice of submission to arbitration, the Chief Executive Officer and the Association will agree upon mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited

by law or which is violative of the terms of this Agreement.

E. The decision of the arbitrator shall be final and binding upon all parties.

F. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

Section VI - Grievance Procedures for Dismissal

6.1 Any faculty member alleging that his dismissal or denial of tenure involves any claimed violation, misinterpretation, misapplication or inequitable application of law, this agreement, policies, rules, by-laws, regulations, directions, order, work rules, procedures, practices or customs of the Board and/or Administration, or violates any other constitutional or legal right or academic freedom shall have the right to appeal such dismissal or denial of tenure pursuant to this grievance procedure commencing at Stage 2 by submitting to the Grievance Committee of the Association.

6.2 In the processing of grievances for dismissal of a tenured faculty member the burden of proof shall be upon the Administration to show adequate cause for its action.

6.25 In the processing of grievances for non-reappointment of a faculty member on a term appointment, the burden of proof that the non-reappointment violated the faculty member's academic freedom or rights under Article 14 of the Civil Service Law shall be upon the faculty member.

6.3 Upon the filing of a grievance for dismissal or denial of tenure, and at least three (3) days before the hearing at Stage 2, the Administration shall present reasonable detailed and formally written charges to the aggrieved party.

ARTICLE XVIII-MISCELLANEOUS PROVISIONS

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided it files such a request with the Board within five (5) calendar days after receipt of said notice.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Any individual arrangement, agreement, or contract between the Board and an individual faculty member, heretofore executed, shall be subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. If any provision of this Agreement or any application of

the Agreement to any faculty member of group of faculty shall be found contraryto law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this Agreement with handbook incorporated shall be printed at the expense of the College and given to all faculty now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.

ARTICLE XVIII-DURATION OF AGREEMENT

This contract shall be effective as of September 1, 1973, and shall continue in effect through August 31, 1976, subject to an annual reopening as follows:

In the event either party wishes to amend this Agreement, notice may be given by December 1 of each year during the life of this Agreement. By mutual consent the parties to this Agreement may discuss and negotiate items which arise during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article IV of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1, or at such other time as may be mutually agreeable to the parties.

ASSOCIATION	BOARD
By Belmont C. Hurley President	By Joel W. Agee Chairman
By William J. Joe Secretary	By Elizabeth K. Lacey Secretary
By Belmont C. Hurley Chairman, Negotiating Committee	By Laura T. Davidson Chairman, Negotiating Committee
By Robert E. Meacham Negotiating Committee Member	By P. P. Burr Negotiating Committee Member Administration
By Robin Hamacher Negotiating Committee Member	By D. K. Pray Negotiating Committee Member Administration

Date of signing March 9, 1973